



UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

**Caption in Compliance with D.N.J. LBR 9004-2(c)**

SCURA, WIGFIELD, HEYER & STEVENS, LLP

David E. Sklar (Attorney ID 065882013)

1599 Hamburg Turnpike

Wayne, New Jersey 07470

Tel.: 973-696-8391

Fax.: 973-696-8571

*Counsel for Gabriel Enterprises, LLC*

Order Filed on November 20, 2017

by Clerk

U.S. Bankruptcy Court

District of New Jersey

*In Re:*

Case No.: 16-11759

GABRIEL ENTERPRISES, LLC,

Judge: Hon. Vincent F. Papalia, U.S.B.J.

Debtor.

Hearing Date: May 15, 2017 at 10:00 a.m.

**ORDER AUTHORIZING DEBTOR TO OBTAIN SECURED  
POSTPETITION FINANCING PURSUANT TO 11 U.S.C. § 364(c)**

The relief set forth on the following page, numbered two through three, is hereby  
**ORDERED.**

**DATED: November 20, 2017**

A handwritten signature in black ink, appearing to read "Honorable Vincent F. Papalia".  
\_\_\_\_\_  
Honorable Vincent F. Papalia  
United States Bankruptcy Judge

(Page 2)

Debtors: Gabriel Enterprises, LLC

Case No.: 16-11759 (VFP)

Caption of Order: Order Authorizing Debtor to Obtain Secured Postpetition Financing

The Matter having come before this Court on the Motion for an Order Authorizing Debtor-In-Possession to Obtain Secured Post-Petition Financing (the “Motion”) pursuant to 11 U.S.C. § 364(c) and Bankruptcy Rules 4001(c) and 9014 filed by Gabriel Enterprises, LLC (the “Debtor”). The purpose of the Debtor’s request for postpetition financing is to fund the Debtor’s obligations under a settlement reached in the adversary proceeding captioned Gabriel Enterprises, LLC v. William A. Truppi bearing Adversary Proceeding Number 16-01383. The Court finds that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. The Court finds that this is a core proceeding pursuant to 28 U.S.C 157(b)(2)(A) and (D). The Court finds that the relief request in the Motion is in the best interest of the Debtor, the Debtor’s Bankruptcy Estate, the Debtor’s Creditors and parties-in-interest in this bankruptcy case. The Court finds that proper and adequate notice of the Motion has been given and that no other or further notice is necessary.

Based upon the foregoing findings, the Debtor has shown sufficient justification for the relief request in the Motion. Accordingly,

**IT IS HEREBY ORDERED:**

1. Authorization to Borrow. The Debtor is expressly authorized to execute, enter into, and incur indebtedness as per the term sheet (the “Term Sheet”) and the commitment letter presented to the Debtor by Brisco Funding, LLC (“Lender”). A true copy of the Term Sheet is attached hereto as Exhibit A.
2. Funds from Loan. The funds will be used for funding the Settlement, paying property tax lien holders on the Property and paying court ordered administrative expenses. Any remaining funds will be deposited into the Debtor’s Debtor in Possession Bank Account to be used in connection with the Debtor’s ongoing business operations.

3. Terms. The Debtor is authorized to enter into an agreement with the Lender to obtain a secured post-petition financing at an interest rate and terms as described in the Term Sheet (the "Loan"). The terms of the agreement are as follows:

|                          |  |
|--------------------------|--|
| <u>BORROWING ENTITY:</u> | Gabriel Enterprises, LLC                         |
| <u>LENDER:</u>           | Brisco Funding, LLC                              |
| <u>LOAN AMOUNT:</u>      | \$255,000.00                                     |
| <u>INTEREST:</u>         | 12%  |
| <u>TERM:</u>             | Twelve Months                                    |
| <u>PAYMENT AMOUNT:</u>   | \$2,550.00 on the first of each month            |
| <u>PAYMENT TYPE:</u>     | Interest-only                                    |
| <u>PREPAYMENT:</u>       | Optional prepayment, without penalty or premium. |
| <u>COLLATERAL:</u>       | 122-124 Park Street, Orange, New Jersey 07050    |

The Lender shall receive a first mortgage lien on real property located at 122-124 Park Street, Orange, New Jersey 07050. The first mortgage lien shall remain in effect until the indebtedness under the Loan is paid in full. The mortgage lien is deemed fully perfected as between the Debtor and any party in interest or creditor that received notice of the Debtor's Motion.

4. Loan Advances. Any Loan advances made by Lender pursuant to this Order at any time before such order is stayed, overturned, or avoided, shall be secured by the mortgage lien as provided in the Bankruptcy Code section 364(e). Such mortgage lien shall be unavoidable to the extent of advances made while this Order is in effect and not stayed.

5. Jurisdiction. The Court shall retain jurisdiction to hear and determine all matters arising from any claims related to the enforcement of the Loan and the implementation of the Order.

6. Enforceability of Order. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, 9014, the terms of this Order shall be effective immediately and enforceable upon its entry. To the extent the final terms of the Loan differ from those stipulated in this Order, this Order will control.

7. Binding. The terms of the Order shall be binding on any subsequent trustee appointed under chapter 7 or chapter 11 of the Bankruptcy Code.

**EXHIBIT A**



---

One South Greeley Ave, Suite 1B, Chappaqua, NY 10514 \* 914 393 3732

5/11/2017

To Whom it May Concern:

This letter is to verify that Hernz Gabriel and Gabriel Enterprises LLC are pre-approved for a mortgage in the amount of \$233,000 for 122-124 Park St, Orange, NJ 07050.

A handwritten signature in black ink, appearing to read "Peter Spiro". It is written in a cursive style with a horizontal line underneath.

Peter Spiro, Manager, Brisco Funding  
914 393 3732



One South Greeley Ave, Suite 1B, Chappaqua, NY 10514 \* 914 393 3732 \* peterspiro@briscofunding.com

**Term Sheet**

**Loan**

Loan amount: **\$255,000**

Loan type (purchase/refi): Refi

Closing date: 2/15/2017

5/11/2017

**Property**

Property address: 122-124 Park St, Orange, NJ 07050

**Appraisal**

Appraiser: Michael Schuler

Property type: 4-unit

As-is value:

\$430,000

Purchase price: 65,000 about one year ago n/a

As-repaired value:

Rehab amount: \$425,000

ARV (est):

**Borrower Information**

Name: Herns Gabriel

**Co-Borrower**

Address: 40 Floyd Road Verona NJ 07044

Name:

Cell: 201-925-1382

Address:

Email: nate\_gabriel@aol.com

Cell:

Email:

**Borrowing Entity**

Name: Gabriel Enterprises LLC

**State of Incorporation:**

NJ

Address: 40 Floyd Rd Verona NJ 07044

EIN:

40-0350527

**Lender Attorney**

Name: Richard J Kapner

**Borrower Attorney**

Phone: 201-883-0202

Name:

Email: richard@kapnerlaw.com

Phone:

Email:

**Title Agency**

Agency name/Contact:

Phone:

Email:

**Terms**

Loan amount: \$255,000.00

Interest rate: 12.0%

Points to lender: \$7,650.00

Broker fee: \$3,825.00

Loan term: 12 months

Payment amount: \$2,550.00

Payment type: Interest-only

Payments are due: Monthly on the first of each month

Grace period: Five days

Late fee: Five percent of payment amount for each month the payment is late

Pre-payment penalty: None

Interest calculation: Interest is calculated on the full loan amount from day one even though rehab funds are held by lender.

Partial month interest is calculated using a 30 day month.

Rehab funds: Rehab funds to be held by lender and released in draws.

Personal liability: Loan is full recourse and must be personally guaranteed by borrower.

Mortgage: First position mortgage will be recorded with the county.

Title insurance: ALTA lender title insurance policy is required.

**Other Costs**

Borrower will pay all lender costs including:

· appraisal

· lender title policy

· lender attorney and doc prep fees

- rehab draw inspections (\$200)
- mortgage satisfaction and doc prep fees at loan payoff
- returned check fees (\$50)

**Funds to Borrower at Closing (est)**

|                                  |                     |
|----------------------------------|---------------------|
| Loan amount                      | \$255,000.00        |
| Points to lender                 | -\$7,650.00         |
| Broker fee                       | -\$3,825.00         |
| First month's interest           | -\$1,700.00         |
| Additional pre-paid interest     | \$0.00              |
| Lender legal                     | -\$1,500.00         |
| Title policy (est)               | -\$1,000.00         |
| Insurance (est)                  | -\$1,000.00         |
| <u>Other closing costs (est)</u> | <u>-\$500.00</u>    |
| <b>Total</b>                     | <b>-\$17,175.00</b> |

**Lender Wire Calculation**

|                                     |                     |
|-------------------------------------|---------------------|
| Loan amount                         | \$255,000.00        |
| Rehab holdback                      | \$0.00              |
| Points to lender                    | -\$7,650.00         |
| First month's interest              | -\$1,700.00         |
| <u>Additional pre-paid interest</u> | <u>\$0.00</u>       |
| <b>Total</b>                        | <b>\$245,650.00</b> |

**Holdbacks (for closing agent)**

|                              |                                |
|------------------------------|--------------------------------|
| Rehab holdback               |                                |
| Points to lender             | \$7,650.00                     |
| Broker fee                   | \$3,825.00 to                  |
| First month's interest       | \$1,700.00                     |
| Additional pre-paid interest | \$0.00                         |
| Lender legal                 | \$1,500.00 to Richard J Kapner |